

Pleas and Proceedings had before the Hon. John S. Brien Chancellor for the Middle Division of the State of Tennessee at a Special Term of the Chancery Court begun and held in the town of Clarksville on the third Monday of December 1857. in the Cause of John Etheridge ^{et al} Complainants against W^m C. Jones and Thomas B. Torrell Executors of Nathan Skinner deceased, defendants.

Bill Filed 21th April 1848.

To the Honorable Jerry M. Leahal, Chancellor for the middle Division of the State of Tennessee, residing at Clarksville: Humbly complaining sheweth to your Honor, John Orator, John Etheridge, Abraham Philips and wife Patsy formerly Etheridge, citizens of the County of Stewart William Etheridge a citizen of the County of Stewart State of Tennessee, for himself and as administrator of Polly Etheridge who departed this life intestate some time in 1837, and upon whose estate said William administered in the County Court of Stewart County at the Term of said Court, and James Thomas and wife Peggy formerly Peggy Etheridge, citizens of Kentucky. Complainants shew that they are the children and distributees of one David S. Etheridge who died intestate many years ago when they were young in the County of Davidson, State of Tennessee and that one Denis Dozier became the administrator. That said Dozier duly administered said estate. Complainants shew that their father the said David S. Etheridge had a considerable personal estate consisting of money and effects converted into money, as well as a number of negroes. That at the death of said David S. he left a widow the mother of complainants your compts Elizabeth Etheridge who intermarried with one Jonathan Skinner, and Sally Etheridge who intermarried with one Peyton Thomas seven children in all and their mother making eight distributees of said David S. Complainants shew that their mother was also administrator with said Dozier, but did not act or participate in the administration. Complainants shew that their mother in the year 1824, removed to Stewart County, and having obtained the negroes of the estate brought them with all her children to said County. That they were placed in the hands of one Nathan Skinner, a citizen of said County of Stewart, who hired them out at public hiring the negroes, to wit Mary, Charlotte, Milly, Nat, Becca, Harry, Mingo, Ellie for the year 1824. He also hired them out in the same manner for the year 1825. Complainants shew that on the 7th day of February 1825 said Nathan Skinner became and was duly appointed Guardian for Elizabeth Etheridge who intermarried with Jonathan Skinner, Margaret (called Peggy) Etheridge, John Etheridge, Patsy Etheridge, Mary Etheridge and Sarah Etheridge, entered into a proper bond with John Fletcher, J. B. Neil, and Purnia Etheridge his securities, and on the 6th day of February 1826 said Nathan Skinner became and was duly appointed guardian of William Etheridge, having entered into proper bond with security all of which as to said bonds will appear by reference to copies thereof marked A. & B. herewith exhibited as parts of this Bill. Complainants shew that said Nathan Skinner continued to hire out said negroes till the end of the year 1827 when a division of the negroes took place, and in the division the widow took negro woman Becca, William Etheridge took negro man Harry, Elizabeth Skinner wife of Jonathan Skinner took negro man Mingo and James Thomas and wife Peggy took negro boy Ellie.

Complainants show that on the 2d of August 1827 said Guardian made a settlement with the County Court of his guardianship except as to his ward William Etheridge by which settlement as will appear from the copy thereof hereto filed marked C. and the receipts of hires of negroes for the years 1826 and 1827 amounting to \$231.00 after deducting \$11.50 for keeping Becca. Your Complainants show that this settlement was wrong in this; that the guardian should have accounted for and charged himself for the years 1824 & 1825, in which settlement the share of Wm Etheridge in the hires of 1826 & 1827 was not included. And the said William sheweth that his said guardian never at any time settled his guardian account as to him, and so he has never been able to know the amount due him for the hires of the negroes that accrued in the years 1824, 1825, 1826 & 1827 and the other complainants say they have never been able to know the amount due them for the hires of 1824 & 1825. Complainants except said William show that after the division took place their guardian for the year 1828 hired the negroes allotted to them by the division. But they show that their guardian did not nor did he in his settlements any of them at any time account for and show and charge himself with the hires of the negroes allotted to them for the years 1829 & 1830, though he did hire them or should have done so. But after his settlement made with the County Court for the year 1828 he made no settlement again till for the year 1831 in which the hires of 1829 & 1830 are not brought forward, and the same is charged to be the fact as to all his subsequent settlements that run up to the year 1838. So your Complainants show that their guardian in addition to the amount exhibited by him in his settlements, as due his wards jointly owes them for the hires of said negroes for the years 1824 & 1825, 1829 & 1830 in the manner before stated. Again, your Complainants show that some time in the year 1826 or 1827 as they have not long since been informed, the said Mathew Skinner as guardian of complainants received in money nine hundred and ninety seven dollars and some cents from the said Denis Dozier the administrator of their father the said David S. Etheridge as of his estate in said Dozier's hands. And your Complainants show, as will appear by reference to a copy of said guardian's settlements marked C. as aforesaid, that said guardian at no time brought the said sum of money so received of Dozier into his accounts or charged himself therewith, but kept the same a profound secret for many years. When they came to settle with their said guardian he informed them that the amount due them was one hundred & seven dollars & some cents, did not mention any monies that he had received of Dozier, & Complainants then being wholly ignorant of it, & having confidence in their guardian did not know or suppose but that he was dealing correctly with them & thought he did not have his guardian accounts to exhibit to them for their inspection they received the \$107.00 & executed their receipts which they think expresses to being full of their estate in his hands or to that effect. Your Complainants show that they never knew or had any knowledge or belief of his having received any money from Dozier, he residing at a distance of some sixty or eighty miles from complainants, & they being in moderate circumstances & but little intercourse with the world, never found it out until the year 1842 or sometime thereabouts. They show that they often endeavored to get their guardian to account for it or a portion of it, who refused by saying they had settled once, & that he had their receipts in full, & your Complainants having given such receipts & it being a common opinion, believed that the receipts were conclusive upon them & that they never could recover any thing gave it up for lost. They show that their said guardian died about a year and a half ago, leaving a last will and appointed William C. Jones & Thomas B. Powell his executors who qualified as such. In tender consideration of the premises & as your Complainants can only have relief in your Honor's Court they pray that said William C. Jones & Thomas B. Powell, citizens of Stewart County, wherein they took out letters testamentary of said guardian's will, be made parties defendant to this Bill, that they answer the same fully to the best of their knowledge, information & belief, that copies & subpoenas issue, that on the hearing your Honor decree said executors to account with your Complainants touching the matters of this Bill, & to decree to your Complainants the just portion of the hires of the negroes so not accounted for, as well as the money so received

of Dozier and not accounted for; and make such other and further decree as the case of Dozier may entitle them to have and will ever pray.

Amble & Porter S.O.

Exhibit A & Co. Filed with the foregoing bill.

Be it remembered that heretofore (to wit) at a County Court of Pleas and quarter sessions begun and held for the County of Stewart and State of Tennessee on Monday the 7th day of February 1825 when the following was part of the proceedings had which is in the words & figures following (to wit) on motion of Nathan Skinner it is ordered by the Court that he be appointed Guardian to Elizabeth Skinner, Margaret Etheridge, John Etheridge, Patey Etheridge, Mary Etheridge, Sarah Etheridge and he entered into bond and security according to law which is in the words and figures following to wit, Know all men by these presents that we Nathan Skinner, John Fletcher, J. B. Nevill and Pecina Etheridge are held and firmly bound unto Nathan Hop, Robert Walker, & John R. Acres Justices of the County Court of Stewart County their successors or successors, survivor or survivors their executors, administrators, or assigns, in the sum of six thousand dollars for the benefit of Elizabeth Skinner, Peggy Etheridge, John Etheridge, Patey Etheridge, Polly Etheridge, and Sally Etheridge, for the payment of which we bind ourselves, our heirs, executors and administrators, jointly and severally firmly by these presents sealed with our seals and dated this 7th day of February 1825. The consideration condition of the above obligation is such that whereas Nathan Skinner has been appointed guardian to the said Elizabeth, Peggy, John, Patey, Polly and Sally, now if the said Nathan Skinner shall well and faithfully make true return and settlement make with the County Court of Stewart agreeably to law during said guardianship and at the expiration thereof shall well and faithfully account with the Justices of the County Court of Stewart and pay over to them or their order the profits of said Guardianship that may come into his hands by virtue of said Guardianship together with all profits and the said Skinner as aforesaid shall demean himself in all things relative to said guardianship agreeably to law and then this obligation to be void else to remain in full force and effect virtue in law.

Taken and acknowledged in open Court, February 1825
Test: Wm Williams clk.

Nathan Skinner (Seal)
John Fletcher (Seal)
J. B. Nevill (Seal)
Pecina Etheridge (Seal)

At the August Term 1827 of said Stewart County Court said Skinner makes the following return which is in the words and figures following (to wit). The hire of the negroes of the estate of David S. Etheridge when Nathan Skinner is Guardian

Hire for the year 1826	\$99.93 ³ / ₄
Deduct for Keeping Recd & her children	11.50
	\$88.43 ³ / ₄
For the year 1827	142.56 ¹ / ₂
Total	\$231.00

Aug 3d 1827

Nathan Skinner Guardian

The amount of the hire of the negroes belonging to the heirs of David S. Etheridge due for the year of 1828.

Mary belonging to John Etheridge	Hired for	\$15.00
Charlotte belonging to ^{Margaret} Etheridge	rent for	00.00
Milly belonging to Polly Etheridge	Hired for	3.12
Mat belonging to Sally Etheridge	Hired for	7.12

The amount for schooling, boarding and clothing not brot in for the same year
Nathan Skinner

Mary hired for the year 1831 for the sum of \$22.00
 Belonging to John Etheridge
 Charlotte hired for the year 1831 for the sum of 6.00
 Belonging to Patey Etheridge
 Milly hired for the year 1831 for the sum of 12.18 ³/₄
 Belonging to Mary Etheridge
 Nat hired for the year 1831 for the sum of 24.50
 Belonging to Sally Etheridge Nathan Skinner Guardian

A return of hire of negro belonging to John Etheridge
 1 negro named Mary hired to Isaac McKim
 12 month 1st January 1832 for 23.25 Nathan Skinner

A return of the hire of negro belonging to Sally Etheridge
 1 negro named Nat hired to Allen Elliot for 12 months 1st January 1832 \$22.00
 Nathan Skinner

Return of hire of negro belonging to Polly Etheridge
 1 negro named Milly hired to Joseph Skinner for 12 months 1st January 1832 for 15.00
 Nathan Skinner

A return of hire of negro belonging to Martha Etheridge.
 1 negro named Charlotte hired to Patrick McKim for 12 months 1st January 1832 for \$5.00
 Mary Etheridge Guardian Return

Mary Etheridge to Nathan Skinner Dr
 So paid William Curry for tuition May 25, 1826 \$2.50, Oct 19th 1827 Id
 G. W. Richley for Doll 16c \$6.66
 March 2d 1828 Id King Luton for tuition \$1.87 ¹/₂ 1829 paid William Curry for tuition \$3.33 ¹/₂ 8.91
 1830 Id Thos Green for tuition \$1.08 ¹/₂ Feby 6 1830 paid N. Duncanson for Board & Clothing 4 years at \$25. 101.08 ¹/₂
 1831 Id. Thos P. Bond tuition \$1.87 ¹/₂ paid N. Duncanson for Board & school 4, 5.87 ¹/₂
 1 for shoes \$1.25 Cash paid 31 ¹/₂ Jan 1st 1833 paid N. L. Sherrard for tuition \$4.16 ²/₃ 4.48
 paid N. Duncanson for Board \$10. 10.00
 137.56 ¹/₂
 Nathan Skinner Guard.

Nov. 13 1833 to (mdz) as for Bill

9.14
 \$149.02

Sarah Etheridge to Nathan Skinner Dr
 1827 Oct 19th this paid Geo W. Richley for tuition \$4.16 ¹/₂ 1829 paid Wm Curry for clo \$8.33 ¹/₂ 12.50
 paid Henry Duncanson for Board & tuition 4 years at \$35 Id do 2 year \$50 1821 & 1832 150.00
 1830 Id Thos G. Green for tuition \$1.08 ¹/₂ paid Thos Bond for tuition \$3.68 ¹/₂ paid N. Duncanson 4.77
 Board \$8 Jan 11 1833 Id N. Sherrard tuition \$4.16 ²/₃ 12.16 ²/₃
 paid Board while at school to N. Duncanson \$10. 1833 Id Henry Elliot for tuition 54 ¹/₂ 10.54
 1833 Nov 12 3 yds Red Linc 3 ¹/₂ Domestic 6 ¹/₂ 189.97
 156 ¹/₂

Martha Etheridge Guardian return
 Martha Etheridge to Nathan Skinner Dr.

1836
 May 26 To paid Wm Kearny tuition \$2.50 pd G. W. Riehy \$4. 16 2/3 6.66 2/3
 1838 Paid King Luten for tuition \$4. 87 1/2 pd W. Kearny for do 833 1/2 13.21
 1831 Paid Thos G. Green for ditto \$1. 08 1/2 pd for N. Drucan Board clothing 1 year at \$25 year 101 08 1/2
 Paid Thomas P. Bond tuition \$4 1/2 paper \$5 carp \$31 4. 56 1/4
 Paid N. L. Sherrod tuition \$1 1/2 Paid N. Drucan for Board \$2 3 66 7/8
 \$129.19
 1832 Jan 26 11 yds calico 4. 10 1/2 - 1/4 yds Domestic 6 1/4 Sept 9 pr order 50c 4 68 3/4
 Nov 27 1 Lady's Cloke 6.25 Nov 12 1833 (mag) for Bill 3323 29.48
 14 (mag) as per Bill 2 - Dec 30 2 side books 3 7/8 Ball Drip 268 5.06 1/4
 1 pr carbols of 1 Handker 4/6 1 pr gloves 3/3 1 scrape Drip 5 50 7.62 1/2
 Return may Term 1836 172.06 1/4
 Nathan Skinner

David T. Etheridge heirs Guardian return for 1833
 Amount of the hire of the negroes belonging to David T. Etheridge
 Girl Charlotte belonging to Martha Etheridge. Hired to N. L. Wall 11.00
 Girl Milly belonging to Mary Etheridge Hired to Jos Pennur 20 10 1/2
 Boy Nat belonging to Sally Etheridge Hired to Wm Etheridge 40.00
 For 1834.
 Girl Charlotte belonging to Martha Etheridge Hired to N. L. Wall 10.00
 Milly " " Mary Etheridge to Wm Bruton 23.00
 Boy Nat " " Sally Etheridge " Jos Etheridge 45.00
 May Term 1834 Nathan Skinner Guardian

Nathan Skinner Guardian return Etheridge's heirs
 Nathan Skinner Dr to Martha Etheridge for the year 1835 to the hire of one negro girl \$34.25
 Nathan Skinner Dr to Mary Etheridge for the year 1835 to the hire of one negro girl \$26.00
 Mary Etheridge to Nathan Skinner Dr. for Board and schooling \$2.31
 Nathan Skinner to Sarah Etheridge Dr for the hire of one negro boy 45.50
 Sarah Etheridge Dr to Nathan Skinner for Board and schooling \$5.69
 Returned to Febry Term 1835 Nathan Skinner Guard.

Nathan Skinner Guardian to Sally Etheridge Dr. makes return to this County Court
 of Stewart at their February 1837 of the property received and disbursed made by him as
 Guardian as aforesaid as follows (to wit)
 Hire of Negro Nat for the year 1836 rec'd 1st Jan 1837 70.25
 for

By amount paid schooling clothing during same year 35.31
 the above is a true return Febry 6 1837
 Returned Febry Term 1837 Sent E. Bayles Clk by J. May Dpb.

Nathan Skinner Guardian for Polly Etheridge makes his return to the County Court of
 Stewart at the Febry Term 1837 of the property received and disbursements made by him as
 follows (to wit)

Hire of negro Miss for the year 1836, rec'd 1st January 1837 28.00
 Cr. Paid Jan'y 1837 65.29
 Returned Febry Term 1837 Nathan Skinner
 Sent E. Bayles Clk by J. May Dpb.

Guardians Return Nathan Skinner for Sarah Etheridge
 Miss Sarah Etheridge In acct with Nathan Skinner Guardians January 1837
 1838 Feb 5th To amt of acct Wyorns note 35.38
 " " " " " " " " " " 2.00
 Miss Penina Deuna for schooling 3.00
 Robin W. Wells medicine 15.00
 amt \$55.38

1838 Feb 5 By hire of boy Nathan E. Bayliff for 135.00
 deduct amt of debts 55.38
 The balance in my hands for last year \$79.62
 Returned to Feb 5 Term 1838 Just N. N. Gorin clk Nathan Skinner Guardian

Nathan Skinner Guardian to Sarah Etheridge or up to 1st January 1839
 To amt of money on hand 1st Jan 1838 149.30 1/2
 Inter 12 months 8.95 1/2
 Hire of Negro Nat for 1838 137.00

State of Tennessee }
 Stewart County } I certify the foregoing to be a true copy given under my hand
 at office in the Town of Dover this 29th day of Feb 1848 W. Cook clk
 Clerk's fee \$5.93.

Guardians Bond

Be it remembered that heretofore (to wit) at a County Court begun and held for the County
 of Stewart and State of Tennessee on Monday the 6th day of February 1836 at the Court House
 in the Town of Dover where the following proceeding were had which is in the words and
 figures following (to wit): Know all men by these presents that we Nathan Skinner, William
 Lills and Rowland W. Wells are held and firmly bound unto Nathan Rep. Charles Pock
 Robert Walker justices of the County Court of Stewart their successors or successors
 survivor or survivors their executors administrators or assigns in the sum of two thousand
 dollars for the benefit of William Etheridge for the payment of which we bind ourselves
 our heirs executors and administrators and assigns jointly and severally firmly by
 these presents sealed with our seals and dated this 6th day of February 1836

The condition of the above obligation is such that whereas Nathan Skinner has been
 appointed Guardian to the said William Etheridge now if the said Nathan Skinner shall well
 and faithfully make true return and settlement make with the County Court of Stewart
 agreeably to law during said Guardianship and at the expiration shall well and faithfully
 account with the said justices of the County Court and pay over to them or their order the
 profits of said estate that may come into his hands by virtue of said Guardianship together
 with the profit and the said Nathan Skinner as aforesaid shall demean himself in all
 things relative to said Guardianship agreeably to law then this obligation to be void else to
 remain in full force and virtue in law.

Given and acknowledged in open court Feb 5 Term }
 1836 Just W. Williams clerk }
 Nathan Skinner (S)
 William Lills (S)
 Rowland W. Wells (S)

State of Tennessee }
 Stewart County } I certify the foregoing to be a true copy from the Records in my office
 Given under my hand at office in the Town of Dover the 3d day of March 1848
 Clerk's fee 50¢ W. Cook of Stewart County Court

Answer of Powell & Jones to the foregoing Bill filed 13 June 1848

The answer of Thomas B. Powell & Wm. C. Jones executors of the last will and testament of Nathan Skinner to the Bill of Complaint of Wm. & John Etheridge et al filed in the Chancery Court at Clarksville Tenn. These respondents saving & reserving to themselves now & at all times hereafter all manner of benefit and advantage which can or may be had or taken by way of exception or otherwise to the manifold errors & misstatements in Complainant's said Bill contained in answer thereto or to so much thereof as they are advised that it is material for them to make answers unto answer and say that they know nothing of the estate of David T. Etheridge of the administration therein by Dennis Dozier & the mother of Complainant. They know nothing of the hiring of the slaves by their testator. They know nothing of the guardianship of Nathan Skinner save what they have learned from the records and from various receipts from his various wards after they came of full age or from the husbands of his female wards all of which will be filed with the clerk & master if his Honor the Chancellor shall order an account in this cause. Respondents know nothing of the receipt by their testator from Dennis Dozier of \$997.00 they know nothing of the receipt of the fund rec'd from Dozier or of any statement made by their testator to his wards. And these respondents are amazed that these grave charges should be made by children against a dead guardian & relative for the first time when he is in his grave especially as they held their peace for thirty years after they became of age and more especially as they profess to have made no new discovery in the premises. As to the charge that Complainant are ignorant of the world & inexperienced Respondents here would state that if being continually involved in suits at law & in equity could have given most of these Complainant a knowledge of the world they would ere this have been better acquainted with it than most men are Respondents are necessarily ignorant of the various charges in the Bill consequently cannot respond they call for proof in all the various departments of this guardianship & having fully answered pray hence to be dismissed with their reasonable costs. Goodrich Wall Solr

State of Tennessee

Stewart County This day came before me R. T. Andrews an acting justice of the peace in and for Stewart County Wm. C. Jones who made oath in due form of law that the matters & things in the foregoing answer are just and true according to the best of his information knowledge & belief. Given to & subscribed this 8th day of June 1848
R. T. Andrews J. P. for Stewart County. W. C. Jones

The Replication of Wm. & John Etheridge Complainant to answers of T. B. Powell & Wm. C. Jones defendants These replaints saving & reserving to themselves all & all manner of advantage & exception which may be had & taken to the manifold errors, inaccuracies & insufficiencies of the answers of the said defendants for replication they say that they do and will aver, maintain & prove their said bill to be true, certain & sufficient in law to be answered unto by the said defendants & that the answers are very uncertain evasive & insufficient in law to be replied to by these replaints without that whatever other matter or thing in said answers contained, material or effectual in the law to be replied to, and herein & hereby well & sufficiently replied unto, confessed or avoided traversed or denied are true; all which matters & things these replaints are ready to aver maintain & prove as this Honorable Court shall direct & humbly pray as in & by their said Bill they have already prayed
Kinble & Foster Solr

Complainant's Proof

Deposition of Dennis Dozier

Question by Complainant. State if Nathan Skinner signed & delivered the receipt here now shown you marked (A) dated 2d of Novr 1838 for the sum of \$897.27 & if it was given on the day of its date

Answer. Nathan Skinner did sign & deliver the receipt marked A as enquired about; but the money was paid over to him, (or the notes &c. as in said paper specified) on the 9th of April 1825, as set forth in the first part of the paper referred to.

Question 2d by same. State what money it was. Was it money of the estate of David T. Etheridge in your hands as the admr of David T. Etheridge, and state if Nathan Skinner received the amount contained in that paper from you. State also if Nathan Skinner received it as guardian for the children of David T. Etheridge

Answer. It was the money or effects of David T. Etheridge in my hands as the admr of David T. Etheridge and Nathan Skinner received it from me through the hands of his sister Mrs Penina Etheridge who administered with me on the estate of David T. Etheridge. I think he sent me the clerk's certificate that he was guardian for David T. Etheridge's children, & I then sent it to him as guardian.

Question 3d by same. State if the widow of David T. Etheridge, Penina Etheridge, did or not receive the negroes of the estate of said David T. Etheridge from you in Davidson County Tennessee and take them to Stewart County and state when it was.

Answer. I think Penina Etheridge hired all the negroes at the hiring in the year 1824 and she took them to Stewart County Tennessee, in February 1824 & I have known nothing of them since. - There were two men, Harry & Mingo, Rebecca & her children, Alexander & others, the number I do not remember Mingo was nearly grown.

Question 4th by same. State if the negroes of the estate went into the hands of Nathan Skinner, and if so when?

Answer. I cannot say whether they went into the hands of Nathan Skinner or not.

Question by deft W. C. Jones

State how many children of David T. Etheridge & wife Penina there were: also if there was a division of the estate & if so state if Penina Etheridge received a child's part of that estate

Answer. I think there were seven children. I do not know that there was a division of the estate, but she was entitled to a distributive portion of the estate, and should be credited on her notes embraced in the receipt referred to in this deposition, with an amount equal to an eighth
Dennis Dozier

Receipt referred to in the foregoing deposition

April the 9th day 1825 then received of Dennis Dozier the administrator of the estate of David T. Etheridge sold by the hand of Penina Etheridge the following notes as guardian of the heirs of sd. Etheridge
1st To wit one note on Penina Etheridge for two hundred and forty six dollars nineteen and one half cents due the third day of March 1824. 2^d One on the same for one dollar thirty seven and one half cents due the 3rd day of March 1824. 3^d One note on the same for seventy dollars due the 1st day of January 1826. 4th One on the same for thirteen dollars seventy five cents due the 3rd day of December 1823
5th One on the same for forty dollars twenty five cents due the 20th day of December 1823. 6th One on the same for five dollars thirty seven & 1/2 cents due the 21st day of January 1824. 7th One on the same for fifteen dollars due the first day of January 1825. 8th One on the same for one hundred and fifty six dollars seventy five cents due the first day of January 1825. 9th One on the same for ten dollars due the 1st day of January 1826
10th One on Dennis Dozier for three dollars forty three & three fourth cents due the 1st day of March 1823. 11th One on ^{note on} Wilson Crockett and John B. Summum for eighty dollars due the 25th day of December 1823, with the following credits one of eleven dollars on the same day another of twenty two dollars sixty three cents on the 4th day of March 1824, another for ten dollars and fifty cents on the 15th of March 1824 another for four dollars ninety six cents on the 16th day of Sept 1824. 12th One note on Wilson Crockett and John B. Summum for forty two dollars thirty one cents due the 3rd day of March 1824. 13th One on Wilson Crockett and Reuben Wallace for forty five dollars ninety cents due the 1st day of April 1825. 14th One on Wilson Crockett and John B. Summum for thirty six dollars eighty one cents due the 11th day of March 1824. 15th One on William and Reuben Wallace for thirty nine dollars sixty cents due the 1st day of April 1823, with a credit

of twenty three dollars twenty two cents on the 1st of March 1824, 16^c One on William Wallace for eight dollars due the 8th day of October 1823, 17^c One on William and Reuben Wallace for thirty nine dollars sixty cents due the thirtyth 30th of April 1823, with a credit of twenty dollars on the 29th day of April 1824, 18^c One on William and Reuben Wallace for thirty nine dollars and sixty cents due the 30th of April 1823, with a credit of five dollars twenty five cents the same day, 19^c One note on Wilson Crockett and Reuben Wallace for twenty five dollars due the 1st day of April 1825 with a credit of fifty cents the same day. I do hereby certify and acknowledge that I Nathan Skinner did receive the amount of notes or money mentioned in this memorandum or receipt at the time or date first mentioned in this receipt of Dennis Dozier Administrator of the estate of David T. Etheridge dec'd. this the 3rd day of November 1828

Nathan Skinner guardian of the heirs of and
 Test: William Etheridge, Jonathan Skinner Etheridge D^r.

Deposition of Henry Dureau

Question 1st by Plaintiffs Council. Did you marry the widow of David Etheridge? if so, state when you married her and when she died.

Answer. I married a lady in the year 1838 I think, who I was informed by herself to be the widow of David Etheridge and mother of William & John Etheridge and I think she died in the year 1844

Question 2^d. State the amount of money that Nathan Skinner paid you & wife as one of the distributees of David Etheridge dec'd?

Answer. Nathan Skinner informed me that there was one hundred and seven dollars coming to each and every heir and that was the amount he paid me to the best of my recollection.

Question 3. State the number of negroes belonging to the estate of David Etheridge dec'd, which was in the hands of Nathan Skinner and paid over by him to the heirs of David Etheridge dec'd.

Answer. There was eight negroes named as follows. Mary, Charlotte, Milly, Nat, Rebecca, Harry, Mingo & Alexander. The above negroes were in the possession of Nathan Skinner and paid over to David Etheridge's heirs and distributees.

Question 4. Do you recollect the date that Nathan Skinner took possession of the above negroes?

Answer. I do not know.

Question 5. State if Nathan Skinner did not have the negroes above mentioned in his possession at the time you married with Dennis or Penelope Etheridge; and how long before that time did he say he had had them in possession?

Answer. Nathan Skinner had the negroes before mentioned in his possession at the time I intermarried with the widow, the length of time he had had them in possession before that time I do not recollect.

Question 6. State if you did not live near Nathan Skinner before you married with the widow and did you not see the above named negroes in his possession before your marriage, if so, how long as near as you can recollect.

Answer. I lived near Nathan Skinner before I married the widow, & saw the negroes in his possession about twelve months before I married with the widow.

Question. Did you see Nathan Skinner hire out these negroes before you married the widow, if so who did he hire them to?

Answer. I saw Nathan Skinner hire out the above negroes about a year before I married the widow. Some of the negroes Skinner hired himself and the others I do not recollect.

Question. What negroes were those that Skinner hired himself.

Answer. A man named Harry & Mingo.

Question. What was each of the two boys Harry & Mingo worth annually ^{live} at that time?

Answer. I think they were worth about one hundred & twenty five or thirty dollars each.

Question. How long did Skinner keep the negroes and hire them out after you married the widow until they were divided.

Answer. I was married in the month of Oct & I think they were divided in the Spring or Fall following

Excep examined by Council for defendant.

Question 1st State how much was due to the distributees of David T. Etheridge dec'd, from Nathan Skinner as he informed you?

Answer. One hundred and seven dollars.

Question 2^d. At what time did Nathan Skinner inform you that the heirs of David T. Etheridge were entitled to

a distribution ~~share~~ of one hundred and seven dollars each from the estate of David S. Etheridge or that he owed them anything
Answer. Nathan Skinner told me that they were entitled to one hundred and seven dollars each from the estate of David S. Etheridge.

Question. Did or not you see the negroes that belonged to the estate of David S. Etheridge paid over to the distributees?

Answer. I did not see but was paid over.

Question 5. Do you or not know whether the negroes spoken of, Mary, Charlotte, Milly, Nat, Rebecca, Harry, Mingo & Alexander were in the actual possession of Nathan Skinner at the time you intermarried with Penina or Pansy Etheridge?

Answer. There was a part in his possession and a part hired out.

Question 6. State if you saw what negroes by name were hired out and what negroes by name were in the possession of Nathan Skinner at the time you married Penina or Pansy Etheridge?

Answer. He had Harry and I think Mingo in possession and the balance hired out.

Question 7. How long did Nathan Skinner have the negroes ^{in his possession} to the best of your knowledge?

Answer. Some in his possession five or six years and some longer, and further this deponent saith not. ^{his} Henry ^{Driscoll} ^{Frank}

Deposition of William Aaron.

Question 1st by Plaintiff. State what you know in relation to Nathan Skinner having in his possession the negroes belonging to the estate of David S. Etheridge both before and since William Etheridge intermarried with Nancy Skinner daughter of said Nathan Skinner did you say negroes, Harry, Mingo & Becca?

Answer. One year before William Etheridge married the said daughter of Nathan Skinner he said Nathan Skinner had the above named negroes in his possession and they still remained in his possession for several years afterwards but the exact amount of years he did hold said negroes I can't say.

Question 2. State whether or not William Etheridge married any other daughter of Nathan Skinner except Nancy.

Answer. If he did I never heard it.

Question 3. What was the above named negroes worth for annuities here each in 1824, 1825, 1826 & 1827.

Answer. I am not able to say.

Examination by defendant

Question 1st State how Nathan Skinner came into the possession of said negroes?

Answer. I am able to say.

Question 2d. Are you sure he W. Skinner had Harry, Mingo & Becca in his possession in the year 1824, 1825 & 1826 & 1827?

Answer. I do not recollect the date he had them.

Question 3d. Do you know whether Nathan Skinner hired those negroes or came in possession other ways?

Answer. I do not.

Question 4th. Are you sure that the negro woman Becca was living at Nathan Skinner at the time William Etheridge was married to said daughter of Nathan Skinner.

Answer. I am not.

Question 5th what time was William Etheridge married? name the month & year.

Answer. I am not able to say.

Question 6th. Where was your place of residence when you saw those negroes at Nathan Skinner?

Answer. I was living on Skinner's place.

Question 7th. Do you or not know whether the negroes aforesaid were in possession of N. Skinner twelve months before William Etheridge was married.

Answer. I do not know.

Examination by Plaintiff

Question 1st. Are you certain that Nathan Skinner had the above named negroes to wit, Mingo, Harry & Becca in his possession and control the year before William Etheridge married Nancy Skinner.

Answer. I am certain of it, and further deponent saith not. William ^{his} Aaron ^{Frank}

Justice's fees deposition \$1.00, paid by Plaintiff, Court. fees for serving notice & subpoenas \$3.00.

Deposition of William Brandon.

Question 1st. State if you are acquainted with William Etheridge and if so state at what time he was married and to whom did he marry?

Answer. I have been long acquainted with William Etheridge. He intermarried with Nancy Skinner sister of Nathan Skinner.
 Question 3^d. State if a conversation took place between you and Nathan Skinner relative to what amount he paid to each heir of David S. Etheridge and if so state at what time the conversation took place and what the conversation was.

Answer. A conversation took place between myself and Nathan Skinner about a settlement between Nathan Skinner and the heirs of David Etheridge and he told me that he had settled with all the heirs but Sary Etheridge and should have paid her of her share had informed another man to settle with one that I did not like and did not speak to him when it was him.

Question 4th. State at what time he William Etheridge married to Nancy Skinner?

Answer. He was married in the year 1835 sometime in that year.

Question 4th. State what amount he told you he paid to them that he had settled with.

Answer. He told me that he paid them one hundred and seven or one hundred and seventy dollars don't recollect which.

Cross examination by the defendant.

Question 1st. How long did Nathan Skinner have the negroes in his possession belonging to David S. Etheridge died before the division.

Answer. I do not know.

Question 2^d. Was Sarras Etheridge of age at the time the conversation taken place and was not Nathan Skinner her guardian?

Answer. It is my opinion Sarras Etheridge was not of age at the time the conversation taken place and N. Skinner was her guardian.

Question 3^d. In the conversation that taken place between you & Nathan Skinner did he not say he paid the heirs of Etheridge all that was coming to them.

Answer. He said he had settle with them.

Cross examination by Plaintiff

Question 1st. State if there was not two negro men in the possession of Nathan Skinner in the year 1836 name Harry & Mingo belonging to the heirs of David Etheridge died.

Answer. There was.

Question 2^d. And how long after that the year 1836 did he keep them in his possession.

Answer. I don't know. and further this deponent sayeth not. Wm. Brandon.

Justice fee for taking one deposition \$1.00. paid by Wm. Etheridge Witness fee, Wm. Brandon 75c - \$1.75.

Deposition of William Etheridge

Question by Complainant's counsel. State if you have examined the receipt of Nathan Skinner to Jozeu set out in Jozeu's deposition on file in this case - & if you were one of the witnesses to the same. State also whether you know the circumstances of the persons from whom the claims Skinner received were due - & what their circumstances were.

Answer. I have examined the receipt. I was a witness to it. I know what the circumstances of the persons were at that time, they were all solvent at that time and for several years afterwards.

Question by same. State if you were acquainted with negroes Mingo & Harry mentioned in the Bill. what sort of negroes were they & what were they worth per year as hirelings.

Answer. I was acquainted with them. they were good, ordinary common work hands, they were young negro men, just grown, they were worth \$100.00 each by way of hire annually & Skinner had them in his possession as guardians & hired them out for the years 1835, 1836 & 1837.

Question by same. State whether you were present when Skinner went to settle with the heirs of your father for whom he was guardian & if so state the circumstances of the settlement.

Answer. I was present when he settled with Jonathan Skinner who married Elizabeth Etheridge, and John Etheridge, the settlement was made alone on the statements of Nathan Skinner they had no papers. I was also present a part of the time when he and Phillips were settling, and they had no papers, that I saw. Skinner said \$107.00 of the estate money of my father's estate was coming to each one - and the settlements were made alone on Skinner's representations, and he took the receipt of the parties at the time, John Etheridge & myself, when we settled, claimed interest from the time the money came into his hands and he refused to pay it.

Question by same. Was or was not Nathan Skinner related to the children of your father & did they or not have implicit confidence in him.

Answer. He was their uncle and they all had the utmost confidence in him.

Question by same. When & by what means did the owners of Nathan Skinner ascertain he had not settled his accounts as

as their guardians fairly with them?

Answer. When the old man Skinner & myself settled, I told him I thought there ought to be some coming to us than \$107.00 each - He told me the balance was coming from Dozier who he said had not paid it over to him. In 1844 I went to Davidson City to see Dozier on this subject. Dozier said he had settled with Skinner & paid him over all the money. I returned to Stewart County & told Skinner what Dozier said. - He then said he had had no settlement with us all & had our receipts & that he would make no further settlement.

Question by same. Were these facts then for the first time made known to the other heirs of your father's estate?

Answer. They were - I told them of it.

Wm Etheridge

1 day \$1.00 68 miles.

Defendants except to this deposition of William Etheridge for incompetency being a party on the records as the administrator of Polly Etheridge & prays that his exceptions be allowed. March 25th 1850

Allowed P. Prentiss CSM

Henry Shackelford Atty

Deposition of John Fletcher

Question 1st by defendants. Did you or did you not go Nathan Skinner's security as guardian of David T. Etheridge's heirs in the year 1825?

Answer. I did.

Question 2 by same. Was or was not the decision made in deciding the negroes of said Etheridges in the year of 1827 or not?

Answer. I think it was.

Question 3d by same. Did or did not Patsy Etheridge name Patsy Philips draw a negro girl by the name of Charlotte?

Answer. She did.

Question 4. by same. Was or was not Charlotte very small or not at the time of the elopement?

Answer. She was a small girl.

Question 5 by same. Was you or was you not at all of the hiring of said negroes from the time Nathan Skinner became the guardian until they were received by the heirs.

Answer. I was at all of the hirings except one, I was gone to New Orleans when the hiring was at one time.

Question 6 by same. Was or was not the said negro girls Charlotte Mary and one boy Alexander an expense to the estate for the years 1824 & 1825?

Answer. They was I believe they was.

Question the 7. Was or was not the said negroes an expense to the said estate in the 1826 eleven dollars & 50 ct ~~or~~ or not.

Answer. I think so I was that when they was put up.

Question the 8. Was or was not the said negroes Charlotte and Mary worth anything in the years 1829 & 1830 as hirlands and if so state how much.

Answer. I do not believe that Charlotte was worth anything but as to Mary she was worth something.

Question the 9. Did or did not John Etheridge receive his negro girl Mary in the year 1828 or 1829 from Nathan Skinner his guardian.

Answer. I am not positive whether it was in 1828 or 1829 or 1830, it was some about that time.

Question the 10. Was or was not Penina Etheridge in relevant an if so state at what time she became insolvent.

Answer. She was and I believe it was in 1828.

Question the 11. Was or was not the wife of Abram Philips called Patsy Cathria before she was married to the said Philips or not.

Answer. She was.

Question the 12. Will please state if you or was was not acquaint with Lewis Elliot's hand right or not.

Answer. I was.

Question 13 by same. Is or is not two receipts purporting to be giving by Henry Dunham to Nathan Skinner dated the 4 day of February 1830 in said Lewis Elliot's hand reciting for one hundred dollars each.

Answer. I believe they are his hand writing, I was acquainted with his hand writing for several years.

Question the 14th. Was or was you not acquainted with William Bennis hand writing and if so is or is not a receipt purporting to be given by Wm Bennis to Nathan Skinner guardian of David S. Etheridge as for ten dollars dated 1839 said Bennis hand writing

Answer. I was acquainted with his hand writing and I believe this is his hand writing

Question 15 by same. will please state at what time James Jones who intermarried with Margaret Etheridge received a negro boy named Plicander of Nathan Skinner her guardian

Answer. I believe he received him the same day they was married.

Cross examination by the Plaintiff

Question the 1 by the Plaintiff. Did or did you not marry the daughter of Nathan Skinner

Answer. I did. and further this deponent saith not. John Fletcher

Deposition of William Brandon.

Question the 1 by the defendant. Was or was you not acquainted with Eli, Mary & Charlotte negroes belonging to the estate of David S. Etheridge et al.

Answer. I was frequently at the old lady Etheridge and saw the negroes and they was small

Question the 3 by same. Would or would not said negroes in the year 1824 & 1825 hire for anything or not and if so how much.

Answer. I should not of supposed from looking at them they would have hired for anything at all if they would it would not have been much.

Question the 3 by same. Did or did not negroes about that time hire very low

Answer. They hired a great deal lower than they do now.

Cross question by the Plaintiff

Question the 1 by the Plaintiff. Did you or not marry the daughter of Nathan Skinner or not

Answer. I did. and further this deponent saith not. Wm Brandon.

Recd of costs. I depositions of S. W. Brandon, serving notice 50, one copying 50 witness attendance J. Fletcher one day 75, W. Brandon one day 75. Thomas H. Stewart J.P.

Deposition of J. O. Shackelford

J. O. Shackelford deposes and says on the 10 day of March 1843 which he has ascertained by reference to the depositions taken by William C. Jones on that day in the cause of Thomas Swift vs Nathan Skinner, affiant was present at the taking of these depositions of William Etheridge and of the Plaintiff in this suit and also the deposition of Jonathan Skinner & Henry Duncan which depositions were taken on behalf of Nathan Skinner to be read in the suit of Thomas Swift against them, the said depositions of William Etheridge Jonathan Skinner who is now dead and Henry Duncan were taken by William C. Jones a justice of Stewart County and the same were signed by the said William Etheridge Jonathan Skinner and the receipt of Nathan Skinner filed in the deposition of Dennis Dozier in this suit marked A and witnessed by William Etheridge & Jonathan Skinner as witnesses was referred to and marked A and I believe it to be the same receipt mentioned marked A in the deposition of Jonathan Skinner vs William Etheridge. I have the same now before me attached to the deposition of Dennis Dozier marked A, and it is witnessed by William Etheridge & Jonathan Skinner and I am acquainted with the handwriting of both Etheridge & Skinner having frequently seen them write and the signatures as witnesses to said receipt I believe to be in their handwriting. The depositions referred are now filed marked A taken from the files in the case of Thomas Swift vs Nathan Skinner. I was the counsel of Nathan Skinner in the case and attended to taking the testimony and the receipt marked A in Duncan Dozier's deposition in the case now pending is the same referred to in Jonathan Skinner's deposition & William Etheridge's deposition in said suit of Thomas Swift vs Nathan Skinner to the best of my knowledge & belief and further this deponent saith not. J. O. Shackelford.

Deposition of C. Brandon.

Question the first by defendants. Mr. C. Brandon you will please state how long you have been acquainted with Wm & John Etheridge.

Answer. I do not recollect dates but suppose not less than twenty nor more than twenty five years.

Question 2d by same. You will please state how old William Etheridge is at this time from the best information you have.

Answer. I suppose William Etheridge about forty years of age & John Etheridge about thirty five or six years old.

Question 3d by same. You will please state how long said William & John Etheridge have lived in Stewart County.

Answer. I do not recollect but suppose twenty three or four years since they first came to Stewart County.

Question 4th by same. You will please state as near as you can what Mingo & Harry were worth as hirings for year in the years 1825 & 26.

Answer. I do not recollect what negroes hired at that time.

Question 5th by same. Was said negro Mingo & Harry any thing more than common ordinary farm hands.

Answer. I think not.

Question 6th by same. You will please state how long James Thomas has been married to his wife Peggy formerly Peggy Etheridge.

Answer. I do not recollect but suppose about twenty years.

Question 7th by same. You will please state as near as you can how old said James Thomas is at this time.

Answer. I suppose forty or forty five years old.

Question 8th by the Plaintiff. Did you not marry Nathan Skinner's daughter.

Answer. I did.

Question 9th by same. Did or did I not object to the above deposition being taken on the ground that you married Nathan Skinner's daughter.

Answer. You did.

Question 10th by the Defendants. Did or did not Nathan Skinner die will you anything in his last will.

Answer. I think not.

Question 11th by defendants. You will please state how long since your wife Polly Brandon the daughter of Nathan Skinner died.

Answer. She died on the 16th day of October 1834.

Question 12th by defendants. You will please state whether or not you are anyway interested in the event of this suit.

Answer. I do not. And further this deponent saith not. Christopher Brandon

Dec of Ent. Taken on deposition &c. of J. H. Hooks serving on notice to S. N. Stewart & J. B. Deposition of Henry Driscoll.

Question 13th by the defendant. Mr. Henry Driscoll are you acquainted with William and John Etheridge if so how long have you been acquainted with them.

Answer. Twenty three years.

Question 14th by same. You will please state how old William Etheridge is at this time to the best of your recollection.

Answer. Forty years.

Question 15th by same. You will please state how old John Etheridge is at this time to the best of your recollection.

Answer. Thirty or the nine years.

Question 16th by same. You will please state how long said William & John Etheridge have been living in Stewart County.

Answer. William Etheridge about nineteen or twenty years.

How long do suppose John Etheridge has been in Stewart County.

Answer. Fourteen or fifteen years.

Question 17th by same. Are you acquainted with James Thomas who married Peggy Etheridge & if so how long since they have been married.

Answer. I am acquainted with him and he was married in the date of 1827 or 1828.

Question 18th by same. Are you acquainted with Abraham Phillips and if so state how long.

Answer. Twelve or thirteen years.

Question 19th by same. You will please state how old said Phillips is at this time to the best of your recollection.

Answer. Between thirty eight and forty years.

Question 20th by same. How long has said Phillips been living in Stewart County.

Answer. He has been here in the State and County ever since I knew him.

Question 21st by same. You will please state if you are acquainted with Mingo & Harry the negroes belonging to the estate.

of Etheridge and if so if they were anything more than common ordinary farm hands.

Answer. I am acquainted with them, they were nothing more than I no true good farm hands.

Question 10. You will please state what Mingo and Harry hired for per year each.

Answer. I do not no.

Quest 11th Did not W. Skinner hire the negroes belonging to the estate of Etheridge as a public hiring.

Ans. He did.

Question by the Plaintiff 1. Please state if you know how long Abram Phil has been married to Martha Philips formerly by Martha Etheridge.

Answer. About twelve years.

Question 2. Please state if Nathan Skinner was not guardian for David T. Etheridge's heirs.

Answer. He was.

Question 3. Please state if he did not hold a lot of notes given by the widow Etheridge Priscilla Etheridge.

Answer. There was a lot of notes given to Nathan Skinner as guardian.

Question 4. You will please state the amount of these notes.

Answer. Between six or seven hundred dollars.

Question 5. Please state in what way these notes was paid of or what portion was paid off.

Answer. There was a piece of land that went to satisfy some of them to the amount of two hundred and fifty dollars, the balance of the payments I don't recollect.

Question 6. Please state what the hire of ed. negroes Mingo & Harry was worth each at the time Nathan Skinner was guardian to Etheridge's heirs for years.

Answer. One hundred dollars each. I don't want to say further with me.

Price of cert. for taking deposition \$1.00, officer's fee for serving notice 50, Summons witness 25, witness fee 25.

Deposition of Dennis Dozier

Question First. Were not Priscilla Etheridge or Priscilla Duncan entitled to a portion of notes that was paid by Dennis Dozier to Nathan Skinner as guardian for the heirs of David T. Etheridge's widow.

Answer. I believe she was entitled to a child's part of said notes.

2 Question. Please state the notes that was given by Priscilla Etheridge or Priscilla Duncan was for the hire of the negroes she hired and for property bought at the sale in Davidson County before she moved away or not.

Answer. I believe the notes was given for property she bought & the hire of negroes she hired before she moved from Davidson County. Further this deponent saith not. Dennis Dozier

My charge for taking this deposition one dollar. Received Payment.

Deposition of Nathan Skinner in the case of Thomas Knipe vs W. Skinner

Question 1 by defendant. Were you acquainted with Priscilla Etheridge if so state about what time she married and with whom and what was her said her husband's pecuniary situation in 1825 & up to 1830.

Answer. I was acquainted with her, she was married in 1827 to Henry Driskin. I knew her pecuniary situation she had a little property when she married from an execution from the County Court their property was all sold in 1828 and did not satisfy the execution, the execution was in favor of Nathan Knipe against Driskin and wife and further from that time up to this nothing could be made out there by execution.

Question 2d. Do you know Sally Etheridge formerly now Sally Thomas if so state with whom she lived after the death of her father up to the time of her marriage.

Answer 2d. I was acquainted with in 1824 she was then a little child, she lived with her mother from the death of her father until about the time she was married and she occasionally stayed at Nathan Skinner's when she was going to school.

Question 3d. What a reasonable allowance to the mother for keeping said child for years.

Answer. Twenty five dollars. I suppose was little enough. I was present when settlement took place between them Henry Driskin & Knipe and Nathan Skinner to the best of recollection he paid them for

eight years at the rate of twenty five dollars per year

Q. 4th. Do you know of any thing of a receipt that was given by Nathan Skinner to Lewis Doreus bearing date on the third November 1838 and assigned by Jonathan Skinner & William Etheridge as witnesses if so state if this note here marked a for two hundred and forty six dollars 19 1/2 cents and payable to Lewis Doreus and Peunia Etheridge Administrators of David T. Etheridge and assigned and sealed by Peunia Etheridge is the same note that was included in that receipt for that amount.

A. 4th. I was a witness to that receipt and the note here marked a is the same that was included in that receipt for that amount and is still in the hand of Nathan Skinner

Q. 5. Are the other notes in that receipt spoken of before and bearing ^{like} date executed in the same way that the note marked a is

A. 5. All the notes received by Nathan Skinner as Peunia Etheridge were executed and payable to

Q. 5th. Was or was not Peunia Etheridge who executed those notes the administrator with Lewis Doreus of David T. Etheridge's estate

A. 5. She was. Further this defendant saith not. Jonathan Skinner.

Deposition of William Etheridge in same case.

Question 1st. Are you acquainted with Sally Thomas formerly Sally Etheridge

Answer 1st. I am, she is my sister.

Q. 2d. Do you know with she lived from the death of her father up till the time of her marriage

A. 2. I do she lived with her mother Peunia Etheridge

Q. 3. Who did your mother marry the second time.

A. 3. Henry Dunkin

Q. 4. Do you know whether Nathan Skinner paid Peunia Dunkin for keeping Sally.

A. 4. I heard her say so.

Q. 5. State whether or not Nathan Skinner sent Sally Etheridge to school.

A. 5. He sent her to school at different times.

Q. 6th. State if you know whether Henry Dunkin the receipt herein marked a.

A. 6. I heard him acknowledge that he had executed it

Q. 7. How many children did your father have.

A. 7. Seven.

Q. 8. How many of the younger heirs did your mother raise

A. 8. Three

Q. 9. Was you witness to a receipt a certificate certified of which is here marked B.

A. 9. I was.

Q. 10. Did you here Lewis Doreus acknowledge that there was a mistake in this receipt

A. 10. I heard Lewis Doreus say that there was a mistake in the receipt above referred to and my understanding from was that Skinner was charged to more notes than he should of been that a portion of those notes belonged to my mother

Q. 11. Is the note referred to in deposition of Jonathan Skinner the same that is specified in the receipt of which you are a witness

A. 11. The note a is.

Q. 12. Were the other notes executed by Peunia Etheridge and referred to in the receipt executed in the same way

A. 12. They were.

Q. 13. Who was the administrators of David T. Etheridge's estate

A. 13. Lewis Doreus and Peunia Etheridge

Q. 14. Is Peunia Etheridge whose name is assigned the above note and the same who is your father's administratrix with Lewis Doreus

A. 14. She is.

Q. 15. Was Sally Etheridge a healthy or a sickly child.

A. 15. She was unhealthy and frequently required medical aid

Further this defendant saith not

William Etheridge

Deposition of Henry Dunkin Filed as a part of J. O. Shuckler's dep.

Question 1st. State if you know any thing relative to five notes three on Wilson Crockett and John B. Duncanson and two on Wilson Crockett and Reuben Wallace which were included in a copy of a receipt referred to in William Ethridge's deposition in this cause state if you know to whom they belonged.

Answer 1st. After I married Penina Ethridge who was the administratrix of David T. Ethridge with Lewis Duncan I went up to see Lewis Duncan to settle with him these notes was payable to my wife and I received the money on them but would not settle with me until I got the receipt from Nathan Skinner of Constable for the collection Duncan told me there was a mistake I took the Constable's receipt up and Duncan paid me the money and my understanding are these are the same notes referred to in the copy of the receipt above referred to in William Ethridge's deposition and Duncan refused to give me up the receipt again which I had promised to return to Nathan Skinner and said I should either leave the money or receipt and I took the money.

Q. 2d. Which of the children was it that went to school in 1829 to William Occursin

A. 2d. I think it was Polly and Sally

Q. 3 What did Nathan Skinner pay you for the boarding & clothing of Sally & Polly Ethridge

A. 3. After I married he paid twenty five dollars per year for between six and eight years.

Q. 4. Was not Sally Ethridge sick at the residence of Nathan Skinner a considerable time

A. 4th. Some three or four years ago she was sick at Nathan Skinner's three months in a helpless condition and required a great deal of attention and medical aid. I further this deponent sayeth not. Henry I Dunkin Receiver of Nathan Skinner guardian for Sally Ethridge one hundred dollars for four years board and clothing February the 4th 1830. For Lewis Elliott

Henry I Dunkin.

Justice fees three dollars.

Deposition of Eliza Miles

Question by defendants. You will please state whether you heard a conversation at Thomas Stewart's in which John Ethridge acknowledged that James Thomas took the negro boy Alexander allotted to him by the commissioners who divided the estate of David T. Ethridge, which took place in October 1827 in possession, if so what did he say.

Answer. I heard John Ethridge say that James Thomas took the said slave Alex. in possession at the division of David T. Ethridge's estate in October 1827.

Eliza Miles

Deposition of Thomas H. Stewart

Question by defendants. You will please state whether you ever heard John Ethridge acknowledge that William Brand's deposition taken before you on the 21st of March 1837 was true - in the case wherein John Ethridge and others are complainants and Paul Jones & Nathan Skinner are defendants

Answer. I did hear John Ethridge acknowledge said deposition to be true. Thos H. Stewart

Deposition of Macey Skinner (aged 73).

Question 1st. Please state if Penina Ethridge or Penina Duncan was not sold out some time in the year 1828 by the Sheriff of Stewart County so that nothing could be made of her by law.

Answer. She was to the best of my knowledge. And further this deponent sayeth not. Macey ^{her} Skinner ^{son} Recd of costs. one deposition one dollar, J. R. Hook, one notice 50, one subpoena 50 Macey Skinner one day attendance as mt. 75.

Ethridge Skins 2 In this cause Thomas B. Powell makes oath that they cannot be ready so as to have the account
or taken in this cause. Affiant states that they have been diligent they made an effort to have the
Powell & Jones & testimony of N. Duncan they agreed with the parties as to the time and upon attending to take the
the testimony the witnesses could not be found. Affiant states he is material, he expects to prove by him the inadequacy of
Penina Duncan and he does not by himself except the proof as he can prove the fact. Affiant expects his testimony
as to take an account by the next term. This application is for justice and not delay

Subscribed & sworn to before me the 8th

Thos B. Powell

of April 1837. P. Prentiss J. M.

Transcript of order appointing Commissioners to divide estate of D. F. Etheridge

Be it remembered that hitherto (to wit) at Court of Pleas and quarter sittings begun and held for the County of Stewart and State of Tennessee at the Court House in the town of Dover on Monday the 5th day of November 1837 present the worshipful Nathan Ross Gladwin Gorin John B. Acree Alexander & B. Ottaw Adams M^r John Lee Frederick Weston Henry & Wynne John N. Coleow Joshua Hamlet and John Womels Esq^s Justices when the following proceedings were had which is in the words and figures following to wit Ordered by the Court that Nathan Ross, Thomas Elliott, Robt Walker & Jerro Morris any three of whom may act be appointed commissioners to divide the personal estate of David D. Etheridge equally between his widow now Pinnia Duncanson and all his children and make report to the next County Court of the same upon oath.

State of Tennessee } I do certify the above to be a true copy of the record in my office. Given
Stewart County } under my hand at office in the town of Dover this 22d day of August 1851
W. Cook Clerk.

Bill of cost Clerk's fee this Transcript 50¢ W. Cook Clerk

State of Tennessee } I do certify that the following is a Bill of Cost made by Nathan Ross
Stewart County } Thomas Elliott Robt Walker & Jerro Morris Commissioners appointed to divide
the estate of David D. Etheridge died at the Nov^r Term 1837 to wit
Commissioners fee \$4.00 Court Orders 50c. Subt W. Cook Clerk of Stewart County Court
22d August 1851

Division of the personal estate of David D. Etheridge

State of Tennessee } Pursuant to an order of Court to us directed which is hereto annexed to divide the
Stewart County } personal estate of David D. Etheridge equally between his widow now Pinnia Duncanson
and all his children which is as follows: William D. Etheridge Elizabeth Skinner Margaret Thomas John
Etheridge Martha Etheridge Polly Etheridge Sally Etheridge heirs of the said David D. Etheridge

1 Negro by the name of Harry	\$420.00	
1 other Negro by the name of Rebecca	175.00	
1 other Negro Mingo	475.00	
1 other Negro Alexander	250.00	
1 other Negro Mary	212.50	
1 other Negro Nathan	225.00	
1 other Negro Milly	190.00	
1 other Negro Charlotte	150.00	The amount total
		\$2097.50

Each heir divided according to our calculation

\$ 262.18 3/4

Draws for each heir the following negroes (to wit)

Rebecca to Henry Duncanson	175.00	Harry to William Etheridge	420.00
Mingo to Jonathan Skinner	475.00	Alexander to James Thomas	250.00
Mary to John Etheridge	212.50	Charlotte to Patsy Etheridge	150.00
Milly to Polly Etheridge	190.00	Nathan to Sally Etheridge	225.00

We the Commissioners do certify that the foregoing valuation and dividend of each heir and each
heir's negro drawn by us as hitherto stated is all that came to our knowledge. Given under our
hands and seals this 7th day of December 1837. Commissioners fee \$4.00 Court-Orders 50¢
Jerro Morris Nathan Ross Robert Walker.

State of Tennessee } I do certify the foregoing is a true copy from the records in my office
Stewart County } Given under my hand at office in the town of Dover this 14th day of March 1851
W. Cook Clerk of Stewart County Court.

Bill of Costs Clerk's fee for Transcript 50¢ W. Cook Clerk.

Copy of Nathan Skinner's receipt to Dennis Dozier.

April the 9th day 1825, then received of Dennis Dozier the administrator of the estate of David S. Etheridge dec'd by the hands of Penina Etheridge the following notes as guardians of the heirs of said Etheridge dec'd, to wit

One note on Penina Etheridge for two hundred and forty six dollars nineteen and one half cents due the third day of March 1824.

One on the same for one dollar thirty seven and one half cents due the third day of March 1824.

One note on the same for seventy dollars due the 1st day of January 1826.

One on the same for thirteen dollars seventy five cents due the 3d day of December 1823.

One on the same for forty dollars twenty five cents due the 20th day of December 1823.

One on the same for five dollars thirty seven $\frac{1}{4}$ cents due the 21st day of January 1824.

One on the same for fifteen dollars due the first day of January 1825.

One on the same for one hundred and fifty six dollars seventy five cents due the first day of January 1825.

One on the same for ten dollars due the 1st day of January 1826.

One on Dennis Dozier for three dollars forty three and three fourth cents due the 4th day of March 1823.

One note on Wilson Crockett and John B. Demmebra for eighty dollars due the 25th day of December 1823, with the following credit, one of seven dollars on the same day, another for twenty two dollars sixty three cents on the 4th day of March 1824, another for ten dollars and fifty cents on the 15th day of March 1824 another for four dollars ninety six cents on the 11th day of September 1824.

One note on Williams Crockett and John B. Demmebra for forty two dollars thirty one cents due the 2d day of March 1824.

One on Wilson Crockett and Reuben Wallace for forty five dollars ninety cents due the 1st day of April 1825.

One on Wilson Crockett and John B. Demmebra for thirty six dollars eighty one cents due the 10th day of March 1824.

One on Williams and Reuben Wallace for thirty nine dollars sixty cents due the 1st day of April 1823 with a credit of twenty three dollars twenty two cents on the 4th of March 1824.

One on Williams Wallace for eight dollars due the 8th day of October 1823.

One on Williams and Reuben Wallace for thirty nine dollars sixty cents due the thirty first 30th of April 1823 with a credit of twenty dollars on the 29th day of April 1824.

One on Reuben and Williams Wallace for thirty nine dollars and sixty cents due the 30th of April 1823 with a credit of five dollars seventy five cents the same day.

One note on Wilson Crockett and Reuben Wallace for twenty five dollars due the 1st day of April 1825 with a credit of fifty cents the same day.

I do hereby certify and acknowledge that I Nathan Skinner did receive the amount of notes or money mentioned in this memorandum or receipt at the time or date first mentioned in this receipt of Dennis Dozier administrator of the estate of David S. Etheridge dec'd this the 5th day of November 1828.

Test: William Etheridge, Jonathan Skinner Nathan Skinner Guardian of the heirs of sd Etheridge

Copy Test, P. Priestly C. M.

Report.

John Etheridge, James Thomas & wife Peggy and Abram Phillips & wife Patsy, & In this cause report that
 W. B. Jones, & S. B. Powell sons of Nathan Skinner from the proof on file, of
 which the copy of Nathan Skinner's bond as guardians constitutes a part it appears that said N. Skinner became
 the guardians of the above complainant's & other children of David S. Etheridge in February 1825. It also appears from
 the proof in the cause that Dennis Dozier and Penina Etheridge were the administrators of David S. Etheridge, and
 that the said Penina Etheridge hired the negroes of the estate for the year 1824 and removed in that year to
 Stewart County and took the negroes with her. I am of the opinion that the note for \$156.75 executed by Penina
 Etheridge to be due 1. Jan'y 1825 and embraced in the receipt of Nathan Skinner to Dennis Dozier, dated 9th
 of April 1825, was given for the hire of the negroes for the year 1824, - there is no evidence that any of the persons
 whose notes are embraced in that receipt were insolvent except that an attempt is made to show that Penina
 Etheridge was insolvent, - that however is disproved by the fact that she was a distributor, entitled to one eighth of

the amount of that receipt and the subsequent hire of the negroes up to the time they were divided, on the 7th of December 1827, which time is fixed by a copy of the division, on file. It is also proved by Henry Duncan in his deposition filed 12. October 1849 that Nathan Skinner secured \$250. of the amount due by Peunio Etheridge, in a piece of land of that value (see 2d page of that depo. near the foot.) The receipt given by Nathan Skinner is dated 9th April 1825, & he should be charged with interest on the respective notes. From the evidence before me, I feel satisfied that negroes, Alexander, Mary & Charlotte were quite amass in the years 1824 & 1825 and worth nothing by way of hire. I am strengthened in this opinion by the deposition of John Fletcher & Wm. Brandas, filed 31. March 1851 - and also by the value placed upon these negroes by the commissioners who divided them on the 7th of December 1827. The commissioners value Alexander at \$250.00, Mary at \$212.50 and Charlotte at \$150.00. The depositions above referred to, show that James Thomas took possession of boy Alexander on the day of the division. The deposition of Henry Duncan filed 5th of October 1848, says that Mingo & Harry were each worth by way of hire in 1825 - \$125.00. William Etheridge's deposition filed 25th Feb'y 1850, states that they were each worth by way of hire for the year 1825 \$100. - take these two depositions with what other witnesses say as to the description of said negroes, and I am of opinion that \$100.00 each would be a fair hire for Mingo & Harry for 1825 - I do not charge Skinner any hire for 1824 inasmuch as Mrs Etheridge had them that year, in which statement I am sustained by Dennis Dozier, and the notes embraced in Nathan Skinner's rec't to Dozier, I think, include the hire for 1824.

I state the indebtedness of Nathan Skinner to the complainants as follows.

1. To John Etheridge 4, 22. 72
2. To Abraham Phillips wife Peggy 338. 37
3. To James Thomas wife Peggy 338. 37 — \$1099.46

making in the aggregate the sum of \$1099.46, which I report as chargeable against the estate of N. Skinner dead. At the request of complainants Counsel, I made up the statements which follow the balances I stated, so that the Court, if it is desired, and the Counsel might see the result of the whole accounts included in the settlements made by Nathan Skinner with the County Court of Stewart County, giving him credit, with interest, upon the receipts which he took from the distributees. — In the division of the negroes, each lot was valued by the commissioners at \$262.18, the negroes allotted to John Etheridge now valued at \$212.50, leaving a balance due him of \$49.68, — this sum John Etheridge admitted to me was paid him by Nathan Skinner in his lifetime. Respectfully submitted 4, Oct. 1857. P. Prentiss, C. & M.

I would further report that on taking a survey of the whole period of Nathan Skinner's guardianship of the defendants, and the length of time that he retained their property in his possession, the sums stated at the foot of Schedules Nos 2, 3, & 4, will show the amount he is indebted to each of them respectively to wit;

Nos. John Etheridge	\$382.03
" 3. James Thomas wife	409.15
" 4. Abraham Phillips wife	314.55 — \$1095.73

Respectfully submitted

P. Prentiss, C. & M.

Schedule No. 1.

A statement showing the amount due on Nathan Skinner's receipt at the time he received the notes therein specified, on the 9th of April 1825. The following notes on Peunio Etheridge

One due 3d of March 1824	246.20			
" " " " "	137	— 247.57.	Sub to 9th April 1825	13.60
One due 1. Jan'y 1826	70.00			261.57
" " " " "	10.00.	— 80.00.	less interest 8 3/4 months	3.30
One due 3d. Decr 1823	13.75.	Sub. to 9. April 1825	1.09	76.67
One due 25 Decr 1823	40.25	" " " " "	3.12	14.84
One due 21 Jan'y 1824	5.37	" " " " "	39	43.37
				5.76

One due 1 Jan'y 1825	15.00		
" " " " " " 156.75 - 171.75, but to 9 april 1825	2.79		174.54 - 586.35
Showing the amount of claims, in the rec't on Dennis Etheridge to be \$586.35			
One on Dennis Dozier due 4. March 1823, 3.44, but to 9. april 1825,	4.2		3.86
" " Wilson Crocket & John B. Dennum due 25 Dec. 1823. 80.00			
Credit same day	11.00 - 69.00		
but to 4th March 1824	86 -	69.86	
Credit by		22.63	
		47.23	
		20	
but to 15 March 1824		47.43	
Credit by		10.50	
but to 11 Sept 1824		36.93	
		110	
Credit by		38.03	
		4.96	
		33.07	
but to 9 april 1825.		109 -	34.16
One on the same due 3d March 1824, 42.31, but to 9 apl. 1825, 2.74.			46.05
" " " " " " 1824, 36.81 " " " " " " , 2.39			39.20
" " Wilson Crocket & Reuben Wallace due 1. apl 1825, 45.90, but to 9 apl. 1825, .06			45.96
" " the same due 1 apl 1825, 25.00, credit same day 50, 24, 30. " " " " " " .03			24.53
" " W. F. H. Wallaw " " " 1823, 39.60, but to 4 March 1824, 2.18, 41.78			
Credit by 23.22, 18.56 but to 9 apl 1825 1.21			19.77
One on the same due 30th apl. 1823, 39.60, but to 29. apl 1824 2.37, 41.97			
Credit by 20.00, 21.97, but to 9. apl 1825, 1.35			23.32
One on the same due 30. apl. 1823, 39.60, credit same day by 5.75, 33.85,			189.90
but to 9. apl 1825, 1.77.			35.62
One on William Wallace due 8. Oct. 1823, 8.00. but to 9. april 1825, .72			78.71
			8.72
			873
			\$867.54.

Showing the amount of the receipts ~~from~~ which Nathan Skinner was liable on the 9th of april 1825, to be the sum of \$867.54, the eighth of this sum is ~~\$105.94~~ - \$108.44
 In addition to the foregoing I charged Nathan Skinner with the hire of negroes Mingo & Harry for the year 1825.

Hire of Mingo 100.00, Hire of Harry, 100.00, 200.00.		
but fr. Jan'y 1, 1826 to 24. Oct. 1827. 25 yrs 8 mos & 26 d. 308.87		508.87

Schedule No 2.			
John Etheridge, James Thomas & wife Peggy and Abram Phillips & wife Patsey			
Wm. G. Jones & Mrs. B. P. Jones of Nathan Skinner			
1. Amt of his distributive interest in the fund arising from the receipt of Nathan Skinner dated 9. apl 1825. 108.44			
but fr. 9 apl 1825 to 24. Oct. 1827. 26 yrs 6 mo months		168.70	277.14
2. Hire of Mary for 1829 18.50, but fr. 1 Jan'y 1830, to 24. Oct. 1827 24.23 - 42.73			
3. " " " " 1830, 18.50, " " " " 1831, " " " " 23.12 41.62			84.35
4. One eighth of \$200. Hire of Mingo & Harry in 1825, 25.00, It fr. 1 Jan'y 1826, to 24. Oct. 1827, 38.73			63.73
The following hires for negro girl Mary are shown by N. Skinner's return as guardian of			\$325.22
John Etheridge, to the Stewart County Court.			
Hire of Mary for 1831, 22.00, but fr. 1. Jan'y 1832, to Oct 24, 1827, 26.16			
" " " " 1832, 23.25, " " " " 1833 " " " " 25.97			97.38
			522.60
Credit. By John Etheridge's receipt to Nathan Skinner 28th May 1834. sum 107.00 but to 24. Oct. 1827, 111.75			218.75
			303.85

Add one eighth of \$88.44 hire of all the negroes for 1826, the expenses being taken out \$11.05

Ent. fr. 1. Januy 1827 to 24. Oct. 1857

16.74

one eighth of \$142.56 hire of 1827, 17.82, Ent. fr. 1. Januy. 1828 to 24. Oct. 1857, 25.47

23.29

70.78

~~233.07~~

\$374.63

Correction upon Complaints John Etheridge's exception

I charge defendants with hire of Mary for the year 1828, 15.00. Interest 21 years 18.90

33.90

Total

\$408.53

Schedule No 3.

John Etheridge, James Thomas & wife Peggy & Abram Phillips & wife Patsy & on behalf of James
Wm. C. Jones, & Thos. B. Powell Esrs of Nathan Skinner
Thomas & wife Peggy

I charge the defendants as follows:

1. Amt. of their distributive interest in the fund arising from Nathan Skinner's receipt
to Dennis Dozier, dated 9. April 1825

105.94

Ent. fr. 9. April 1825, to Oct. 24. 1857. 26 yrs 6 m. 168.70

168.70

\$274.64

2. one eighth of \$200. hire of Mingo & Harry in 1825

25.00

Ent. fr. 1. Januy 1826, to 24. Oct. 1857

38.73

63.73

Add one eighth of \$88.44, hire of all the negroes for 1826, the expenses being taken out \$11.05

Ent. fr. 1. Januy. 1827 to 24. Oct. 1857

16.44

one eighth of \$142.56, hire of 1827

17.82

Ent. fr. 1. Januy. 1828, to Oct 24. 1857

25.47

70.78

\$409.15

Schedule No 4

John Etheridge, James Thomas & wife Peggy and Abram Phillips & wife Patsy & on account of Abram
Wm. C. Jones & Thos. B. Powell, Esrs of Nathan Skinner
Phillips & wife Patsy

I charge the defendants as follows:

1. Amt. of their distributive interest in the funds arising from Nathan Skinner's receipt
to Dennis Dozier dated 9 April 1825.

\$105.94.

Ent. fr. 9. April 1825 to 24. Oct. 1857. 26 yrs 6 m. 168.70

168.70

\$274.64

2. one eighth of \$200. hire of Mingo & Harry in 1825

25.00

Ent. fr. 1. Januy 1826, to 24. Oct. 1857

38.73

63.73

\$338.37

The following hires for Charlotte are shown by the returns of
N. Skinner guardian of Martha Etheridge to the County Court

Hire of Charlotte for 1831, 6.00. Ent. fr. 1. Januy 1832, to 24. Oct. 1851 7.13

" " " " 1832, 5.00 " " " " 1833 " " " " 5.65

" " " " 1833, 11.00 " " " " 1834 " " " " 11.76

" " " " 1834, 10.00 " " " " 1835 " " " " 10.09

" " " " 1835, 24.25 " " " " 1836 " " " " 22.78

113.66

\$452.03.

Credit, by receipt of Abram Phillips & wife to N. Skinner dated 9. Januy. 1836, say 107.00

Ent. to 24. Oct. 1857

106.26

208.26

Add one eighth of \$88.44 hire of all the negroes for 1826
the expenses being taken out

\$11.05

Ent. fr. 1. Januy. 1827 to Oct 24. 1857

16.44

one eighth of \$142.56 hire of 1827

17.82

Ent. fr. 1. Januy 1828 to 24. Oct. 1857

25.47

70.78

\$314.55

Exception to Report Filed 15th Dec 1857.

John Etheridge & others
 Paul & Jones Exrs of Skinner 3 The complainant John Etheridge excepts to the master report because he did not debit defendants tortator with the sum of \$15.00 & interest here many girls of said John's for the year 1839. 2. Interest is not compounded, this for the benefit of all the complainants. Humble Sol.

Receipt of Martha Phillips & Abner Phillips

Rec'd of Nathan Skinner as guardian all the money and estate of David S. Etheridge, I say our part in full January 9th 1836
 Abner ^{her} Phillips Jun
 atest Mrs Scott, Jonathan Skinner. Marthy ^{her} Phillips

Receipt of Wm Etheridge

December the 30th 1834, then rec'd of Nathan Skinner as our guardians all the money and estate of David S. Etheridge in full of the estate deceased, Received by me the heirs of David S. Etheridge in full of the estate
 John Etheridge Wm Etheridge

William Etheridge's receipt as guardian

Rec'd of Nathan Skinner as guardian for Polly Etheridge all the money and estate coming to her from the estate of David S. Etheridge deceased. Rec'd by me this 1st of January 1839, Wm Etheridge administrator of Polly Etheridge deceased.

Receipt of John Etheridge

Received of Nathan Skinner as our guardians all the money and estate of David S. Etheridge deceased. Received by me the heirs of D. S. Etheridge in full of the estate may the 28th 1834

William ^{his} Etheridge, John M. Willis

John Etheridge

James & Margaret Thomas' receipt

Rec'd of Nathan Skinner as our guardians one hundred and twenty eight dollars 37cts it being my part of the estate of David S. Etheridge dec'd estate. August 2d 1836.

Test Jonathan Skinner

James Thomas
 Margaret ^{her} Thomas

Bond.

Wm William Etheridge, John Etheridge, Right S. Daniel and William Brandon acknowledge ourselves to and be indebted to Thomas B. Paul & William C. Jones executors of Nathan Skinner deceased in the sum of four hundred dollars jointly and severally for and by their presents sealed with our seals and dated this 3d day of March 1848. The condition of the above obligation is such that whereas the said William Etheridge John Etheridge Abraham Phillips wife Martha James Thomas wife Margaret have this day filed their original bills in the Chancery Court at Blacksville against the said Thomas B. Paul and William C. Jones executors of said Nathan Skinner deceased, Now if the said William Etheridge and others should prosecute their said suit successfully or in case of failure abide by and perform such judgment and decree as may be made in said cause then this obligation to be void and of no effect. Given under our hands and seals the day and date above written. Wm Etheridge (S.D.) John Etheridge (S.D.) Right S. Daniel (S.D.) Wm Brandon (S.D.)

Wm John Etheridge

Decreed, Oct. 23. 1849

Wm John Etheridge vs
 Jones & Paul Exrs of Nathan Skinner 3 In this cause the Complaints counsel dismisses this Bill as to Wm Etheridge, it is therefore decreed by the Court that said William Etheridge pay his costs. It is further ordered that the Compl'ts & depts have leave to take proof generally for four months to be read as evidence in this cause.

April 24. 1857

John Etheridge & others vs
 Paul & Jones Ex. 3 In this cause the Clerk & Master not having made his report as directed at last term will proceed to take & state an account and make report in pursuance of the decree at last term & make report to next term of this Court.

April 24. 1858

Be it remembered that on this day this cause came on to be heard when William Etheridge by his solicitor moved the Court for leave to dismiss the bill as to Polly Etheridge by him as her administrator and remove the cause to the rules with leave to Complaints to take William Etheridge's deposition. The Court doth order that the same be done.

Decree 30. Oct. 1850.

Be it remembered that on this 30th day of October 1850, this cause came on to be heard before the Honorable A. O. P. Nicholas, Chancellor presiding upon the bill answers replication proofs and exhibits in the cause, and it appearing to the Court that Dennis Ogier and Dennis Etheridge were the administrators & administrators of David S. Etheridge and that on the 7th day of February 1835 the defendants testator became the guardian of the complainants John Etheridge, Patsy Etheridge & Peggy Etheridge and other children of David S. deceased, that subsequently Patsy married Abraham Philips and Peggy married James Thomas; and it appearing that defendants testator Nathan Skinner had the negroes of the estate of David S. Etheridge in his possession in the year 1824 before his appointment as guardian, and continued this possession till some time in the year 1838, when a division of the negroes took place and continued the possession of such negroes as were not delivered over to the wards; that on the 4th of April 1835 defendants testator Nathan Skinner received as guardian of Dennis Ogier the amount of eight hundred and ninety seven dollars and twenty seven cents in promissory notes of the estate of said David S. Etheridge to be distributed among the distributees of said David S. Etheridge for all of whom said Nathan had become guardian; and it appearing to the Court that defendants testator made various settlements from time to time which are not opened but permitted to stand, but it appearing that he did not exhibit any settlement for the years 1829 and 1830 showing the amount of his of negroes or anything else; it is therefore concluded by the Court that the complainants are entitled to have an account with the defendants as executors of said Nathan Skinner as to the hire of the negroes of 1829 & 1830 and should the same not have been settled with the administration of the said David S. Etheridge, that defendants testator is chargeable therewith; also that defendants testator is chargeable with the said sum of eight hundred and ninety seven dollars and twenty seven cents with interest received of Ogier allowing credit however to defendants testator for so much of said promissory notes as could not be collected by reasonable diligence; also the defendants testator be chargeable with the reasonable hire of the negroes for the years 1829 & 1830, computing interest, and crediting defendants testator with the payments made to complainants. The Court not regarding the receipts exhibited as but prima facie evidence in the opinion of the Court is met and overturned by the proof in the cause. It is therefore ordered and decreed by the Court that the Master of this Court do take and state an account between the parties in accordance with the principles and directions of this decree and make report to the next term of this Court.

Decree Court 16th December 1851

Be it remembered that on this day 16th of December this cause came on to be heard before the Honorable John S. Rhine Chancellor presiding upon the report of the Master and the same being excepted to by complainant John Etheridge, First because the Master did not debit defendants with the sum of fifteen dollars and interest for the hire of negro girl Mary by defendants testator in the year 1828, which exception was allowed, and the Master ordered to correct his report in this behalf which he done, Secondly Complainants excepted to the report, because the Master did not compute compound interest, which was decided whereupon it appearing from the report corrected that defendants testator was indebted as guardian to complainants including interest at six per cent the sum of four hundred and fifteen dollars and ninety three cents. And it appearing to the Court also from the report that defendants testator was in like manner indebted to Peggy Thomas wife of James Thomas in the sum of four hundred and nine dollars and fifteen cents. Also it appearing that defendants testator was indebted in like manner to Patsy Philips in the sum of three hundred and fourteen dollars and fifty cents. It is therefore ordered, adjudged, and decreed that John Etheridge recover of the defendants Thomas B. Ponce and William C. Jones the said sum of four hundred and fifteen dollars and ninety three cents with interest from the 24th of October 1851 till paid, to be levied of the goods and chattels, rights and credits of Nathan Skinner their testator in their hands and that execution issue. It is therefore also ordered, adjudged and decreed that Compt James Thomas wife Peggy Thomas recover of the defendants Thomas B. Ponce & Wm C Jones the said sum of four hundred and nine dollars and fifteen cents with interest from the 24th of October 1851 till paid, to be levied of the goods and chattels rights and credits of Nathan Skinner their testator and that execution issue. And further it is ordered, adjudged and decreed, that Compt Abraham Philips and wife Patsy Philips recover of the defendants Thomas B. Ponce and Wm C Jones the said sum of three hundred and fourteen dollars and fifty five cents with interest from the 24th of October 1851 till paid, to be levied of the goods and chattels rights and credits of their testator Nathan Skinner in their hands and that execution issue. It is further ordered that the defendants pay the costs of this cause out of the assets of their testator and that execution issue. And the defendants pray an appeal to the Supreme Court at Nashville which is allowed and ten days is allowed them to enter into bond.

Mr. H. S. Humble

Take notice I do shall file
the record of the case of John Elbridge
& others vs Powell & Jones Executors of
Nathan Skinner deceased at the last
Term of the Chancery Court at Clark
ville, in the Supreme Court at Nash
ville for Error, and urge the court
to hear the case at its present
Term you are the solicitor of
~~the complainants~~ and can attend
Nathan Skinner deceased, defendants, as the same are on
file and of record in my Office.

J. C. A. L.

In testimony whereof, I have hereunto set my hand
and affixed my private seal, having no seal of
office, at office in the town of Clarksville, the twentieth
day of January 1852 and the 7th year of the Indepen-
dence of the United States.

J. Priestley, C. J.

Decree 16. Dec. 1851.

State tax

3.75

Bond 15¢ of Securities 3¢ of Record. Bond 15¢ 1. Copy of bill 3¢ 60. 3.96 - Sp. to Ans.
75¢ - 10. dedimus 3.75 - 10 Notices 1.80 - 4 Affid. 7¢ of Ans. 37.7¢ - 4 Rules 50¢ -
Setting 12¢ of Remanding 25¢ - Setting 12¢ of 4. Continuances 1.00 - 6. Orders 1.50 -
drawing decrees 7. C. S. 1.26 - Culp. do. 1.26 - 14. Copy Sheet Report 28.00 - 1. sept
- ions 37¢ of Setting exceptions 12¢ of Transcript 207 36 - 20. 73 - Cert & Seal 1.00
Bill of Costs 25¢

68.76 1/2

C. Travis. S. Sp. to Ans. 1.25 - Larsson 4. Notices 2.00 - Brandon 4. Notices
2.00 - Sp. 25¢ - Hooks. Sp. 25¢ - 5. Notices 2.50 -

8.25

Wm Cook - Stewart Cty. Court Clerk's fees

7.73

Priestley J. P. - Sp. 12¢ of - 5. depor. 5.00 - J. H. Stewart J. P. 4. depor. 4.00 -

Wofford J. P. 1. depo. 1.00 - Adams J. P. 2. depor. 2.00 - McCaskill J. P. 1. depo. 1.00

Crockett J. P. 1. depo. 1.00 - Stewart J. P. 1. Sp. to testify 12¢ of.

14.25

Henry Duncan, Wm Brandon ea. S. day 75¢ -

3.00

Wm Aaron, John Fletcher, Mary Skinner C. Brandon, day ea

3.00

Wm Ethridge 1. day 75¢ - 68 miles 2.72.

3.47

9.47

\$ 712.21 1/2

Know all men by these presents, That Wm Jones & Powell Executors of N. Skinner
decd. and J. C. Shackelford & E. A. Henry. are held adjointly bound unto John Elbridge & others. in
the sum of Five hundred eighty dollars, which sum, well and truly to be paid. We bind our-
selves, our Exors. & jointly and severally jointly by these presents, as witness our hands & seals
the 23rd day of January 1852. The condition of the above obligation is such. That whereas
the said Jones & Powell Exrs. have filed with the Clerk of the Supreme Court at Nashville
a Transcript of a record in the case of John Elbridge & others against the said Jones & Powell Exrs. of N. Skin-
ner. for a writ of Error. to bring up the said cause from the Chancery Court at Clarksville. to the Supreme
Court of Error and appeals. at Nashville for a rehearing &c

Now, if the said Jones & Powell Executors of N. Skinner decd. shall well
and truly prosecute their said writ of Error, with effect, or in case of failing therein, shall

State of Tennessee,

I Philander Priestley Clerk & Master of the Chancery Court at Clarksville, Montgomery County Tennessee, certify that the foregoing pages contain a full, fair and entire transcript of the papers, necessary to be sent to the Supreme Court, in the case of John Etheridge, Abram Phillips & wife Fatsy et al. complainants, against Wm. C. Jones and Thomas B. Powell Executors of Nathan Skinner deceased, defendants, as the same are on file and of record in my Office.

(Signature)

In testimony whereof, I have hereunto set my hand and affixed my private seal, having no seal of office, at office in the town of Clarksville, the twentieth day of January 1852 and the 76. year of the Independence of the United States.

(Signature)

Decree 16. Dec. 1851.

State tax

3.75

Bond 15¢ of Securities 3¢ of Record. bond 15¢ 1. Copy of bill 3¢ 60. 3.96 - Sp. to Ans. 75¢ - 10. dedimus 3.75 - 10 Notices 1.80 - 4 Affidts. 72¢ - Ans. 37.7¢ - 4 Rules 50¢ - Setting 12.7¢ - Remanding 25¢ - Setting 12.7¢ - 4 Continuances 1.00 - C. Orders 1.50 - drawing decrees 7.00 - S. 1.26 - Corp. do. 1.26 - 14. Copy Shroter Report 28.00 - 1.00 - 37.7¢ - Setting exceptions 12.7¢ - Transcript 207 36 - 20. 73 - Cert & Seal 1.00

68.76 1/2

Bill of Costs 25¢
C. Travis. S. Sp. to Ans. 1.25 - Harrison 4. Notices 2.00 - Brandon 4. Notices 2.00 - Sp. 25¢ - Hooks. Sp. 25¢ - 5. Notices 2.50 -

8.25

Wm Cook - Stewart Cty. Court Clerk's fees

7.73

Priestley S. P. - Sp. 12.7¢ - 5. depositions 5.00 - J. H. Stewart S. P. 4. depositions 4.00 -

Wofford S. P. 1. depositions 1.00 - Adams S. P. 2. depositions 2.00 - McCaskill S. P. 1. depositions 1.00

Crockett S. P. 1. depositions 1.00 - Stewart S. P. 1. Sp. to testify 12.7¢

14.25

Henry Duncan, Wm Brandon et al. S. day 75¢ -

3.00

Wm Aaron, John Fletcher, Mary Skinner & Brandon, day ea

3.00

Wm Etheridge 1. day 75¢ - 68 miles 2.72.

3.47

9.47

71.21 1/2

Know all men by these presents, that Wm Jones & Powell Executors of N. Skinner dec'd. and J. O. Shackelford & H. A. Henry. are held adjointly bound unto John Etheridge & his. in the sum of five hundred and fifty dollars, which sum, well and truly to be paid. We bind ourselves, our heirs & jointly and severally jointly by these presents, as witness our hands & seals the 23^d day of January 1852. The condition of the above obligation is such, that whereas the said Jones & Powell & Co. has filed with the Clerk & Master of the Supreme Court at Nashville a Transcript of a record in the case of John Etheridge & his against the said Jones & Powell & Co. of N. Skinner. for a writ of Error. to bring up the said cause from the Chancery Court at Clarksville. to the Supreme Court of Error and appeals. at Nashville for a rehearing &c

Now, if the said Jones & Powell Executors of N. Skinner dec'd. shall well and truly prosecute this said writ of Error, with effect, or in case of failing them, shall

They are each with a small square piece of paper in the back
quilted. The little square piece of paper, etc. etc. as you see

Wm. A. H. H. H. H.

20

H S Humble

Take notice I do shall file
the record of the case of John Elbridge
& others vs Powell & Jones Executors of
Nathan Humble decided at the last
Term of the Chancery Court at Clark-
ville, in the Supreme Court at Nash-
ville for Error, and ask the Court
to hear the case at its present
Term, you are the solicitor of
the complainants and can advise
if you see proper.

Jan 9th 1852 Henry Shackelford
Solicitor for
Defendant

I accept the within notice
of Paine & Jones Executors,
of Thine by their attorney,
Navy, & Thackston.

— Jan 9th 1832

A. S. Kimble atty

for defendant



Dr. Wm. C. Therridge & Co.

Handwritten scribbles

Jones & Powell Exors. etc.
Matthew Skinner

paid 23rd of January 1852

J. B. Francis

Received - Shewn for
account.

No. 0

John Whinnery & others

vs

Mr. Jones & Thos B. Powell

Exors of Nathan Skinner

this cause came on to be heard
before the judges of the Supreme
Court of Tennessee at Nashville
upon a transcript of the re-
cord from the Chancery Court

at Clarksville filed for error in the Chancery
decree; where the court being of opinion that
the complainants are entitled to a decree for
an account of the assets of Na-
than Skinner, of the estate which came
to the hands of Skinner as guardian & of
all matters connected with the guardianship
but that the Chancellor said in not directing
a decree for a general account, both order
& decree that the case of the Chancellor
be reversed, that the case be remanded
to the Chancery Court at Clarksville, that
the clerk of said court shall take & state
an account between the complainants
& defendants, whether charging the assets
with the estate, ^{& monies} which came into possession
of defendants, testator & giving them credit
for all sums which he may properly have
expended ^{or may be entitled to}. The defendants receive with the
clerk of the Chancery Court ^{to the extent made,} to be regarded
as prima facie evidence ^{but the same are not to be taken as proof of any other claims. That}
^{they may be fully entitled to again restore the same} for ~~either for~~
I do not think shall report to the next term
of the Chancery Court at Clarksville.
as the each party pay one half of the costs of this court
as the location of the law is

John Smith Esq

4, Decree

James & Horner Esq

Confidential

Elmore & others
vs

Paenel & Jones The Bill in this case
was filed in 1848

In 1825 Nathan Skinner became
the guardian of the complainants
in 1827 he returned an account of
the dues of the negroes for the years
1826 & 1827 amounting to the sum
of \$231. he is allowed no credits
for keeping the children. In 1827

The negroes were deceased & Thomas
& wife received their proportion
of the negro property. On 23 of
August 1836 Nathan Skinner paid
to Thomas & wife Margaret \$128
in full of their part of the estate

In 1834 Nathan Skinner settled
in full with John Elmore The receipt
does not specify the amount
The proof shows the amount of
Each distributee was \$107

In 1836 Phelps & wife executed their
receipt in full the amount not
being specified.

It will be seen from the guardian
returns, that the dues of the negroes

of John Elbridge for the year 1828 was
\$15= for 1831 was \$22 for 1832 was
\$23 $\frac{20}{100}$ " It will be seen from the
return of Nathan Skinner in 1836
that Martha Elbridge was indebted
to him by his return \$172=04cts The
records show no settlement of the
interest of John Elbridge or of
Thomas & wife but looking to the
Testimony, the returns show that
Skinner from the returns in 1828
he had in his hands belonging
to all the Mass. & in number \$231
and the proof in its imperfect
state shows he paid over to each
Mass \$107 and unless he took the
amount specified in Dagers book
the amount he paid was not in
his hands to be distributed
Duncan shows he recovered a part
of the claims, and it is evident
from the proof he has accounted
for the whole amount Phelps &
wife were indebted to him in
the sum of \$172 & if he paid
him \$107

He settled with John Elbridge the

amount he paid is not specified
Nothing appears ever to have been allowed
Hunner for his Board &c

He did not return for 1828, 1829 &
1831 & 1832 for the reason his
words were relative to him see
his return of the settlement of Mordecai
Elliott

The Chancellor must have precluded
his decree upon the testimony of
William Elliott and excepted to the
testimony of Elliott as a party
to the suit the Exception was
sustained by the Clerk & the Bill
was dismissed as to Elliott and
then his testimony without
being taken was permitted to
be read. This is clearly against
all the established rules of evidence
We must that the present suit
is a stale demand and the court
will apply the principle arising
from *Louis v. Lums* and not
permit the account to be opened
after a length of time The courts
will be slow to unravel the effects
of men & Mordecai's Reports Our

Over courts care of
 have been but after 12 years they
 will not open an account
 In this case the balance is and the
 accounts have long since been
 settled the papers lost and from
 all the facts a strong presumption
 exists the complainants have
 been fully paid

Wm. Phelps

Charles C. Kel
 Wm. Phelps
 David & Son

231-
 25.25-
 64 69
 23.25-
 22.00
 20.00
 149.12
 71.50
 70.25-
 28.00

John Etheridge & others
107
Jones & Powell execs
of Skinner

It appears, that Nathan Skinner
was the being guardian for the com-
plaintants, ~~settles~~ ~~with~~ one
of them in the year 1834 & with
the other in 1836, & took from them
receipts in full for their debts. The bill was filed
in April 1848 alleging that the guardian had defau-
ced them by not accounting for the whole estate,
for ~~complaint~~ debts

It is extremely dangerous to open an account
after a ~~provisional~~ settlement has been made & a bond
taken. It ought not to be done when the application
is made after a considerable lapse of time, when
vouchers are lost & witnesses removed.

Leach 321-4

4 Hay. 210, 213,

A settlement deliberately made & closed should be a-
bridged in its effect only by the clearest & the strongest
& most undoubted testimony

10 Mees. 164-7

The court will not open a settled account, unless
for fraud or some distinctly proved.

1 Mead. Ch. 136

The court is unwilling to decree an account where the
transactions have become obscure & entangled by delay
& time

3 Jh. Ch. 578-586

A court of equity will not overhaul accounts
in favor of a party who has slept on his rights for
a great many years & more especially as against
the representatives of a deceased party

6 Jh. Ch. 360-9-

also 3 " " 585-

Bailey

Parties

Line of 1824, 287

do 1829, 30.

1897. Rec'd. of Franklin

from Adams, in notes

John Stirling notes

as

The execution of Skinner

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